



## State Procurement Office

14th Floor Capitol Tower, 600 E Boulevard Ave Dept 012, Bismarck  
ND 58505-0310

A Division of the Office of Management & Budget

### Contract Information

<b>Term Contract Name:</b>	Warewashing Chemicals
<b>Term Contract Number:</b>	094
<b>Contract Period:</b>	05/01/2006 through 04/30/2009
<b>Contract Administrator:</b>	Don Griffin
<b>Phone Number:</b>	701-328-4912
<b>Fax Number:</b>	701-328-1615

### Contractor Information

<b>Contractor Name:</b>	Ecolab Inc. 370 Wabasha St. St. Paul, MN 55102
<b>Service Representative:</b>	Thomas E. Ohs
<b>Toll Free Telephone Number:</b>	800-352-5364 ext. 4310
<b>Telephone Number:</b>	651-293-4310
<b>Fax Number:</b>	651-293-2682
<b>Email Address:</b>	<a href="mailto:bid.sales@ecolab.com">bid.sales@ecolab.com</a>

**Ordering and Billing Information:** Orders will be issued by individual agencies and billings are to be submitted as indicated in the purchase orders. Since all billings, invoices and credits must be processed by individual agencies before payment is made, submission of these items to the State Procurement Office will only delay payment.

**Purchasing Cards:** The procuring agency may place orders by issuance of a purchase order or may elect to place an order and make payment using a purchasing card. The contractor will accept a purchasing card without passing the processing fees for a purchase card back to the procuring agency.

**Freight Charges and Delivery:** Delivery is to be f.o.b. any North Dakota location for orders of \$250.00 or more; shipping costs on orders of less than this amount shall be prepaid and added to the invoice. Delivery must be made within 7 days after receipt of the purchase order. If delivery requirements cannot be met within the specified time, the vendor must notify the ordering agency in writing of the delay and the approximate date delivery may be expected,

### General Terms and Conditions:

**Title:** Title to items ordered shall not pass to the state until the items are received and

accepted by the state. The contractor shall be responsible for any loss prior to the actual receipt of the items by the state or its agent.

**Investigations:** The state reserves the right to make an investigation or investigations of the materials, equipment, supplies, qualifications or facilities offered by the apparent low bidder or bidders. This investigation would be to determine whether or not the apparent low bidder or bidders could meet the requirements set forth in the solicitation.

**Material and Workmanship:** All material and workmanship shall be subject to inspection and testing by the state either at: (1) the point of manufacture; or (2) place of storage; or (3) upon receipt.

**Pricing and Tax Information:**

**Escalator Clause:** The total bid price is to include all discounts and deductions and is to be less federal and state taxes for which exemption certificates will be furnished upon request. Pricing shall be firm for the first 12 months of the contract period, after which time the contractor may submit a request for a price increase to the State Procurement Office. Requests for a price increase or decrease must include a copy of the manufacturer's official notice or other evidence that the increase or decrease is applicable to all customers. Price increases will become effective 30 days after receipt of the request, except that the state reserves the right to accept or reject within 30 days, or cancel the contract. All shipments are to be billed at prices in effect at the time of the order, not the date the shipment is made.

**Taxes:** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-70-001K.

**PRICING**

ITEM NO.	DESCRIPTION	BRAND	NUMBER	UNIT PRICE
1.	Warewashing Compound, Machine Chlorinated	Solid Power 6/9#	10371	<b>\$70.20/CASE</b>
2.	Warewashing Rinse Additive	Jet Dry 5 Gal.	11833	<b>\$63.95/PAIL</b>
3.	Machine Pot and Pan Detergent	Solid Insure 4/9#	10215	<b>\$48.60/CASE</b>
4.	Silverware Presoak	Silver Power 2/8#	12922	<b>\$52.84/CASE</b>
5.	Manual Dishwashing Detergent Solid	Solitaire 4/5#	17301	<b>\$83.00/CASE</b>
6.	Manual Dishwashing Detergent Liquid	Pan Dandy 4/1 Gal.	11262	<b>\$27.20/CASE</b>
7.	Lime Remover	Lime-A-Way	12021	<b>\$27.00/CASE</b>

			4/1 Gal.		
8.	Degreaser		Greasestrip Plus 4/1 Gal.	19505	<b>\$50.00/CASE</b>
9.	Sanitizer		Ster-Bac-Blu 4/1 Gal.	11023	<b>\$43.00/CASE</b>
10.	Oven & Grill Cleaner		Greasecutter Plus 4/1 Gal.	19513	<b>\$32.00/CASE</b>

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